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**Administrative Contract  
2002 – 2007**



**Hilton Central Schools**

# ADMINISTRATIVE STAFF CONDITIONS OF EMPLOYMENT

2002-07

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## PREAMBLE

THIS AGREEMENT is made this *January 2, 2002* by and between *Dr. John W. Cooper*, Superintendent of Schools of the Hilton School District on behalf of the Hilton Central School Board of Education, (hereinafter referred to as the Board) and the Hilton Central School Administrative Association (hereinafter referred to as the Association), and is hereby amended this 22nd<sup>h</sup> day of June, 2005

## ARTICLE I -- RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for all certificated administrative employees of the Hilton Central School District. Excluded from the bargaining unit are the Superintendent of Schools, Assistant Superintendent of Instruction, Assistant Superintendent for Business Operations, Assistant Business Administrator, and the Director of Human Resources. Such recognition shall extend to the maximum period allowed by law.

## ARTICLE II -- WORK YEAR

**2.1** The work year for all administrators is twelve (12) months.

## ARTICLE III -- VACATION TIME AND HOLIDAYS

### **3.1 Vacation Time -- Less Than Five Years**

Administrative personnel with less than five (5) years service credit as of January 1 will receive twenty (20) workdays vacation each year. These vacation days may be taken at any time during the year as best suits the educational program, and at any number of days up to the maximum with the approval of the Superintendent of Schools.

### **3.2 Vacation Time -- More Than Five Years**

Administrative personnel with five (5) years of professional service credit will be granted twenty-five (25) workdays vacation each year. Professional service is defined as employment in the Hilton Central School District as a teacher or administrator and employment outside of the district as an administrator.

### **3.3 Vacation Carry-over**

Commencing with each fiscal year, all Administrators will have the continued opportunity to carry over no more than fifteen (15) unused vacation days, which are to be expended during the months of July and August. Any unused days beyond that amount shall be placed in a vacation trust not to exceed fifty (50) days for payment at the time of retirement at the unit members per diem rate. These days will be paid at the per-diem rate at the time that they were earned.

### **3.4 Variance**

In the event that an individual has experienced unusual circumstances, consideration will be given by the Superintendent for variances to this policy upon request.

### 3.5 Prior Approval

All vacation days must be requested and approved in advance.

### 3.6 Holidays

Twelve-month administrators will receive the following paid holidays:

- |                          |   |
|--------------------------|---|
| 1. New Year's Day        | 9. Thanksgiving Day                               |
| 2. Washington's Birthday | 10. Day after Thanksgiving Day                    |
| 3. Good Friday           | 11. Christmas Day                                 |
| 4. Memorial Day          | 12. Martin Luther King Day                        |
| 5. Fourth of July        | 13. Three (3) Floating Holidays                   |
| 6. Labor Day             | (to be determined by Supt. of Schools when        |
| 7. Columbus Day          | schools are closed to students and clerical staff |
| 8. Veteran's Day         |   |

## ARTICLE IV -- SICK LEAVE

### 4.1 Accumulation of Sick Leave

Administrative personnel will accumulate sick leave on the same basis as teachers, prorated to the number of months employed up to a maximum of fifty-two (52) weeks. Any sick leave accumulated as a teacher in the Hilton School District will be carried over when a person is promoted to an administrative position.

### 4.2 Sick Leave Bank

An emergency Sick Leave Bank will be established for administrative personnel. The purpose of the bank will be to provide members of the Association with additional sick days in case of serious illness/or serious injury. Administrators who have accumulated the maximum of 260 sick days can contribute unused sick days to this bank. The maximum number of days that can be accumulated in this bank will be 100. Individual usage of the sick bank days will be determined by the Superintendent of Schools and Association President.

### 4.3 Procedures for the Request and Utilization of Additional Sick Days

#### 4.3a Request In Writing

An administrator who has exhausted his/her accumulated sick days, will request in writing use of sick days from the Administrative Sick Bank.

#### 4.3b Included in Request

The request must be put in writing to the Superintendent of Schools. The request should identify the appropriate number of sick days needed and must be accompanied by a physician's statement identifying the extent of the illness and the expected recovery period.

**4.3c Review Process**

The Superintendent of Schools (**or designee**) and the President of the Association will review the request and determine if sick day usage from the bank should be authorized. The sick bank will be administered jointly between the Superintendent of Schools and President of the Association. If granted, the administrator will be notified of the number of sick days which will be extended to him/her. The district's authorization will normally not exceed sixty (60) sick days during a school year.

**4.3d Additional Days**

After the administrator has returned to work, the use of the additional sick days will be terminated.

**4.3e Reassessment**

Reassessment for the bank will take place by October 15th of each school year.

## **ARTICLE V -- PERSONAL DAYS**

**5.0 Use of Personal Days**

Days shall be available to each unit member to attend to emergencies or other urgent business, which cannot be transacted outside of school hours. Said days are not intended to be used as an extension of a vacation, holiday or during examinations.

**5.1 Allotment**

A maximum of two (2) days per year will be allowed, notification to be submitted to the Building Principal forty-eight (48) hours in advance whenever possible. A specific reason shall not be required. The use of this time in half days is permissible.

**5.2 Extenuating Circumstances**

Under extenuating circumstances, additional time (with or without pay) may be granted. Such instances shall require the approval of the Superintendent of Schools.

## **ARTICLE VI -- INSURANCE**

**6.0 Health Insurance Availability**

The District will make available to employees a variety of health care coverage options, including the Rochester Area School Health Plan presently administered by Blue Cross Blue Shield, and the Rochester Area School Health Plan 2, known as Blue Point 2, as well as other plans, which become available and are mutually agreed upon by the Association and the District.

**6.1 Board Share**

The Board will pay 80% of the premiums for any plan selected.

## **6.2 Prolonged Illness**

The District will continue to pay the premiums to a plan mutually agreed upon by the Association and the District and Major Medical during a prolonged illness, but not to exceed twelve (12) months after the expiration of the accumulated sick leave.

## **6.3 Major Medical Plan**

The District will make available to unit members a major medical plan. The plan should include all coverage outlined in the 1992-93 program. The Board will pay 80% of the premiums of this plan.

## **6.4 Coverage for Retirees**

Coverage with District Contribution for Premiums will be as follows:

### **6.4a Eligibility**

#### **6.4a1 Service Credit**

Five (5) years full-time experience in the District. The Superintendent may grant **service credit** for previous administrative experience.

#### **6.4a2 Resign for purposes of Retirement**

Retirement from Hilton Central School District.

### **6.4b Benefit**

#### **6.4b1 Benefit Term**

The benefit term is for fifteen (15) years, starting no sooner than age fifty-five (55).

#### **6.4b2 Board Share**

District contribution at 70% of the premium for the Rochester Area School Health Plan or a mutually agreed upon plan and Major Medical.

#### **6.4b3 Medicare Eligibility**

Upon reaching eligibility for Medicare benefits, the District contribution shall be limited to the 70% of the cost of the Medicare/Blue Choice Plan, or its successor, offered by the District.

### **6.4 c Coverage with No District Contribution for Premiums**

All employees not receiving benefits as per 6.4 (Coverage for Retirees) who retire may continue their membership in the hospital surgical and major medical coverage; the retiree will pay one hundred (100%) percent of the premium; said quarterly premium to be paid at least one (1) month in advance; failure to promptly remit shall result in a forfeiture of the coverage.



## ARTICLE VII -- PROFESSIONAL GROWTH

### **7.0 Philosophy**

It is in the best interest of the District that its administrators are supported in their effort to continuously improve their performance. Professional development is an important part of that support. Professional growth can be aided in many ways including, but not limited to the following: college work, staff development, workshops, conferences, and visitations. The District agrees to continue to promote and support these activities, within the restrictions of budgetary appropriation.

### **7.1 Tuition Reimbursement**

Unit members are eligible to receive a 100% reimbursement for the tuition and related fees for approved courses, study or training if directly related to the unit's position. Such courses must be approved in advance by the Superintendent of Schools and the unit member must complete the courses with a satisfactory grade in order to qualify. The reimbursement will be limited to nine (9) semester hours per year, but not more than three (3) hours in any one semester.

## ARTICLE VIII -- LEAVES

### **8.0 Sabbaticals**

Sabbatical leaves will be provided for administrators at the discretion of the Board of Education.

### **8.1 Unpaid Leaves**

Unpaid personal leaves of absence for family obligations and personal reasons may be granted by the district to any administrator upon approval by the Superintendent of Schools. Normally such leaves will not be granted for more than one year.

## ARTICLE IX -- LIABILITY

### **9.0 Board of Education Liability**

The Board of Education will be responsible for protecting the administrator against civil or criminal action taken against him/her growing out of any action taken by him/her in the regular performance of his duties.

## ARTICLE X -- SERVICE AS CONSULTANTS

### **10.1 Consultants**

Administrators may be granted time away from the district to serve as consultants. Granting of this time will be on an individual basis and at the discretion of the Superintendent of Schools at the request of the administrator. Any remuneration in excess of personal expenses will be returned to the school district unless the administrator is on vacation.

## ARTICLE XI -- ADMINISTRATIVE RESPONSIBILITY

### **11.1 Interface With Teachers' Negotiations**

In the process of negotiations between Board and teachers, prerogatives belonging strictly to the administrators must be protected. Before a final agreement is ratified, the Board will make every effort to discuss with the administration any items involved in negotiations that would affect the administration of education in the district with other units. The Superintendent's Central Office staff encourages and expects administrative team's sensitivity to leadership functions of other administrators at all levels of management in the Hilton Central School District. A highly professional attitude and task accomplishment is encouraged as a model for behavior and performance in the Hilton Central School District.

## ARTICLE XII -- GRIEVANCE PROCEDURE *2 stages*

### **12.1 Declaration of Purpose**

*Supervisor* *↓* *Sept.*  
The establishment and maintenance of a harmonious and cooperative relationship between the district and its administrators is essential to the operation of the schools. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of administrators through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the district and administrators are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

### **12.2 Definition**

A grievance is any alleged violation of the application of terms or provisions of this Agreement. It is specifically agreed that the grievance procedure shall not apply to the evaluation of performance, including those instances where determination of salary is subject to such evaluation.

### **12.3 Procedures**

All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance

existed, the identity of the party responsible for causing the said events or condition, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

#### **12.4 Decision in Writing**

Except for informal decisions at Article 12.31, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact; conclusions, and supporting reasons. Therefore, each decision after Article 12.31 shall be promptly transmitted to the administrator and the Association.

#### **12.5 Association Grievance**

If a grievance affects a group of administrators and appears to be associated with system-wide policies, it may be submitted by the Association directly at Article 12.41 described below.

#### **12.6 Processing During School Hours**

The preparation and processing of grievances, in so far as practicable, shall be conducted during the hours of employment.

#### **12.7 Facilitation**

The Superintendent and the Association agree to facilitate any investigation which may be required and to make available any and all relevant material and documents, communications and records concerning the alleged grievance, except where it violates a confidence of an individual.

#### **12.8 Right to Cross Examine**

Except as otherwise provided in Article 13.31, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the procedures made at each and every stage of this grievance procedure. The hearing officer has the right to question all parties and to call witnesses.

#### **12.9 Interference, Coercion, Restraint, Discrimination, Or Reprisal**

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Superintendent against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

#### **12.10 Documents**

Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be developed by the Superintendent. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure,

**12.11 Separation From Personnel Files**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**12.12 Right to Informal Resolution**

Nothing contained herein will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the Central Office and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustments shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

**12.13 Interface with Courts or Law**

If any provision of this grievance procedure or any application thereof to any administrator or group of administrators in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**12.14 Official Grievance Record**

The Superintendent or his/her designated representative shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage I all written decisions at all stages. Official minutes will be kept at District expense of all proceedings in Article 12.41 and 12.51. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within five (5) school days after the conclusion of hearings at Article 12.41 and 12.51. The appropriate hearing officer shall be advised of any error in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance committee and the District but shall not be deemed a public record.

**12.15 Other Remedies**

The existence of the procedure hereby established shall not be deemed to require any administrator to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any administrator to pursue any other remedies available in any other form.

**12.21 Effort to Expedite**

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

**12.22 Waiver Based on Timeliness**

No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the administrator knew or should have known of the act or condition on which the grievance is based.

**12.23 Discontinuance After Stage One**

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

**12.24 Default Appeal to Next Stage**

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

**12.31 Informal Resolution**

An administrator who believes he/she has a grievance will discuss it with his/her immediate supervisor with the objective of resolving the matter informally.

**12.41 Director of Human Resources**

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Director of Human Resources. Within ten (10) school days or less after the written grievance is presented, the Director of Human Resources will render a decision thereon, in writing, and transmit it to the Grievant, Association and Superintendent of Schools.

**12.51 Association's Grievance Committee**

If the administrator initiating the grievance is not satisfied with the written decision at the conclusion of Article 12.41 and wishes to proceed further under this grievance procedure, the administrator shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.

**12.52 Superintendent of Schools Final Decision**

If the Grievance Committee determines that the administrator has a meritorious grievance, then it will file a written appeal of the decision at Article 12.41 with the Superintendent of Schools within ten (10) school days after the administrator has received such written decision. Copies of the written decision at Article 12.51 shall be submitted with the appeals) The decision of the Superintendent of Schools shall be final

**12.53 Right to a Hearing**

Within ten (10) school days or less after receipt of the appeal, the Superintendent of Schools, or his/her duly authorized representative, shall hold a hearing with the administrator and the Grievance Committee or its representative and all other parties in interest.

**12.54 Decision in 15 Days**

The Superintendent of Schools shall render a decision in writing to the administrator, the Grievance Committee and its representative within fifteen (15) school days or less after the conclusion of the hearing.

**12.61 Report to Board of Education**

After the decision has been rendered, the Superintendent of Schools shall report his/her decision to the Board of Education at the next available Board meeting in executive session. A representative of the Association may be in attendance at that executive session.

## **ARTICLE XIII -- EVALUATION**

**13.1 Annual Evaluation**

The Superintendent or his designee will review at least annually with each administrator his/her evaluation and recommendation:

**13.2 Based on Job Description And Goals**

The evaluation will consist of a review of the job description and goals developed by the administrator and agreed upon by his/her supervisor.

## **ARTICLE XIV -- COMPENSATION**

**14.1 Concept**

The compensation package shall consist of three parts: Part One is the calendar compensation increase. Part Two is tied to the accomplishment of individual and pre-established goals. Part Three shall be a bonus system mutually agreed upon each year with the Association, associated with measurable student performance benchmarks. Part One and Part Two of the compensation package are applied to the salary base, while Part Three is a bonus only and is not applied to the salary base.

**14.2 Part One -- Calendar Year Raises**

On January 1 of each year of this agreement the previous years' base salary of each administrators shall be increased by 3.3 percent.

#### **14.3 Part Two -- Goals Related Increase**

On or about January 1 each year, the Superintendent of Schools will conference with each administrator to discuss the accomplishment of the administrator's goals and award up to one percent of the administrator's previous years' base wage as compensation. This additional compensation will become part of the administrator's base wage.

#### **14.4 Part Three -- Bonus Award**

In the summer of each year (or when the State testing data becomes available), the Superintendent of Schools will review with each administrator, the student achievement data for the purpose of determining the amount of the bonus. The bonus shall be paid on or about November 1. The data to be used and the method of calculation shall be negotiated each year with the Association. The dollar amounts available for the bonus will be negotiated each fall. For the first bonus the amount shall be up to \$1,000.

#### **14.5 Salary Ranges**

Salary ranges have been established to determine the minimum entry-level salaries and maximum levels by job category. The salary ranges are listed in Appendix Z attached. The ranges for assistant principals reflect the conversion to 12 months.

#### **14.5 Implementation of Salary Changes**

Ranges have been established to determine minimum entry level salaries and maximum job category compensation. Ranges will be reviewed by December 31 of each year and adjusted according to comparative state level salaries. However, these ranges cannot be decreased.

#### **14.6 Change in Position**

Adjustments will be made in an administrator's salary when there is a change in position, which is initiated by the Superintendent of Schools and involves significantly greater administrative responsibilities as determined by the Superintendent of Schools.

### **ARTICLE XV -- ADMINISTRATIVE ORGANIZATIONAL REVIEW**

#### **15.1 Proposed Changes in Organization**

In accordance with good management practice, proposed changes in the administrative organization will be reviewed with the members of the Hilton Central School Administrative Association.

#### **15.2 Part of Management Team**

The Hilton Central School Administrative Association is recognized as an integral part of the management team in conjunction with the Central Office Staff.

### **15.3 Salary Review with Association**

The Superintendent of Schools shall review with the Association President all salaries for administrative openings prior to the posting of vacant or newly created positions.

## **ARTICLE XVI -- RETIREMENT INCENTIVE**

### **16.1 Eligibility will be as follows:**

#### ***16.1a. Service Credit***

Five (5) years full-time administrative experience in the district. Superintendent may grant **service credit** for previous administrative experience.

#### ***16.1b Age or TRS Eligibility***

Retirement to occur no sooner than the first full year of eligibility for retirement (currently age 55 for all tiers) under the applicable tier of the New York State Teachers Retirement System. Tier 2, 3 or 4 members who wish to retire with a penalty are eligible for the retirement incentive. (i.e. A Tier 4 member, who may retire after reaching age 55, but is subject to a reduction in benefits until they either attain thirty years of service or age 62, is eligible to receive the retirement incentive any year between age 55 and the year in which their retirement benefits are no longer subject to reduction)

#### ***16.1c Written Resignation***

Submit irrevocable written retirement resignation to the Board at least five (5) months prior to the effective date of retirement.

### **16.2 Benefit**

#### ***16.2a. Maximum Payment***

Maximum payment is the accumulation of up to 260 sick days. The pay rate shall \$58 per accumulated sick day not to exceed 260 total days.

#### ***16.2b One Time Only***

The District will offer a one-time only retirement incentive to members of the bargaining unit who meet the eligibility requirements of Article 16-1. Payment will be thirty thousand dollars (\$35,000). The timing and form of the payment shall be in a lump sum until such time as the District and the Association complete a Memorandum of Agreement to direct payments under Article 16-2a and 16-2b to a 403(b) plan.

#### ***16.2c Options***

Members of the bargaining unit eligible for retirement incentive payment shall choose among the following options for receipt of payment:

##### ***16.2c.1 Receive Cash***

Receive entire incentive payment during the first payroll following the school year in which they retire.



**16.2c.2 *Receive Cash On January 1***

Receive entire incentive payment on the first payroll after January 1 in the year following the year in which they retire.

**16.2c.3 *Both 1 and 2***

Receive portion of entire incentive payment on each of the above mentioned payrolls.

**16.2c.4 403(b) Plan**

The District and the Association agree that they will explore replacing the options of Articles 16.2.c.1, 2 and 3 with post-retirement direct payments to a 403(b) plan over a period of years to be determined. It is expected that if this occurs, it will be in the form of a Memorandum of Agreement to be completed by December 1, 2005.

**16.3 Receipts**

Members of the bargaining unit shall submit choice for receipt of payment to the Business Office no later than June 15 of the school year in which they are retiring.

**16.4 Vacation Accumulation Maximum**

A maximum of fifty (50) unused vacation days, not expended as reflected in Article 3.3, may be placed in a vacation trust for payment at the unit member's time of retirement. Such payment will reflect the member's per them rate at which time they were earned.

**ARTICLE XVII -- FRINGE BENEFIT PLAN**

**17.1 Value of Fringe**

The district shall establish an account for the purpose of providing health insurance, other insurance and other benefits. Each member will have available a total of the following amounts for the covered year from January 1 to December 31:

<b>Year</b>	<b>Amount</b>
2002	\$4,757
2003	\$4,962
2004	\$5,175
2005	\$5,398
2006	\$5,630
2007	\$5,872

The operation of this fund is described in the addendum.

### **17.2 Additional Amount**

When an administrator chooses Blue Point 2 Select the district will provide an additional \$250. to their flex amount. For example, in 2002 the amount of the fringe payment will be \$5002.

## **ARTICLE XVIII -- CREDIT FOR ADMINISTRATIVE EXPERIENCE**

### **18.1 Return to Teaching**

Any member of the Hilton Administrator's Bargaining Unit with more than five (5) years of experience in that unit, who upon approval of the Superintendent of Schools, returns to the teachers' bargaining unit, will receive one (1) year credit of service on the salary agreement for every year s/he has been an administrator. Seniority would not be accrued with the transfer.

## **ARTICLE XIX -- MISCELLANEOUS**

### **19.1 Attendance by Dependents**

Administrators who reside outside the district and choose to have their children educated in the Hilton Central Schools will not be charged tuition. The district will not provide transportation.

### **19.2 Open Forum**

The basis of the relationship between the District and its Administrative Association is, open and honest communication. Therefore, the district agrees to provide a forum for discussing issues of mutual interest with the Association at their request. These meeting may be initiated by either the Association or the District and shall include any member of the Association and the District as may be needed to resolve issues.

### **19.3 Changes in the IRS Code**

In the event the Internal Revenue Service changes the regulations on the use of 403b plans, the district and the association may meet to discuss the benefits of the plan changes and adopt those changes if mutually agreed.

## **ARTICLE XX -- EFFECTIVE DATE AND TERM**

### **20.1 Effective Date of Agreement**

This Amended Agreement shall be effective January 1, 2002 and continues in full force and effect until midnight December 31, 2007 and from year to year thereafter unless on or before February 15, but no sooner than January 1, prior to the expiration date, either party shall request in writing to the other party that negotiations be opened. The first negotiating session will be held as close as possible to February 15.

Signing of Contract

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seal this

C. Tod Eagle  
C. Tod Eagle

Superintendent of Schools

Date: 6/23/05

Daniel A. Talany  
Daniel Talany

President, Hilton Central School

Administrative Association

Date: 6/22/05

## Addendum

# **HILTON CENTRAL SCHOOLS FLEXIBLE SPENDING ARRANGEMENT**

April, 1999  
**FOREWORD**

The HILTON CENTRAL SCHOOLS FLEXIBLE SPENDING ARRANGEMENT ("the Plan") is designed to provide you the choice of how to spend your annual allowance between a number of benefit options. The amount of your allowance is dependent upon whether you are participating in a split dollar life insurance program. If you are, your allowance is the amount of listed in article XVII – Fringe Benefit Plan less your split dollar life insurance premium amount. If you do not participate in a split dollar life insurance program, your allowance is recorded in Article XVII. You must use a portion of your allowance to purchase term life insurance and long term disability insurance. You may use the balance of your allowance to choose among medical insurance premiums, or reimbursement of medical/dental/vision expenses. Alternatively you may take the cash difference between the value of the fringe and the cost of the mandatory benefits or you may take this amount in the form of a TSA.

X When you elect to have a portion of your allowance applied towards the cost of medical insurance premiums or the reimbursement of medical/dental/vision care expenses, you are not required to pay any income taxes on these amounts. The portion of your allowance applied to term life insurance and long-term disability insurance is also not subject to current income taxation

The purpose of this booklet is to highlight the most important points of your Plan. Please read it carefully and keep it with your permanent records. Hopefully, this booklet will provide you with a clearer understanding of the benefits available to you by presenting the Plan's features simply and concisely. You should realize that the Plan itself also consists of the contracts for insurance under which certain benefits of the Plan are provided. If there is any difference between the wording of this booklet and the policy document constituting the Plan, such policy documents will govern.

#### **DEFINITIONS:**

1. Employee: Any individual employed by the Employer on its full time administrative staff who is covered by the collective bargaining agreement with the Hilton Administrative Association, but excluding any individual who is an independent contractor, a temporary or seasonal employee or a leased employee.
2. Employer: Hilton Central School District.
3. Allowance: As set forth from time to time in the collective bargaining agreement between the Employer and the Hilton Administrative Association; provided, however, the Allowance for any Employee shall be reduced by the amount, if any, of the premiums paid on behalf of such Employee under the Employer's split dollar life insurance program.

#### **SPLIT DOLLAR LIFE INSURANCE:**

If an Employee participates in the split dollar life insurance program, then the amount of the premium paid by the Employer as part of such program shall reduce the Allowance available under this Plan. An Employee may participate in the split dollar life insurance program by entering into a split dollar life insurance agreement upon such terms and conditions as the Employer and the Employee shall agree. Split dollar life insurance benefits are offered outside the scope of this Plan and are relevant to the Plan only in determining the Allowance available to such Employee hereunder.

#### **MANDATORY BENEFITS:**

1. Benefits Available Under Long-Term Disability Insurance Policy.

An Employee must participate in the long-term disability program. The cost of this benefit is determined annually and will be paid from the Employee's Allowance. After 180 days of short-term disability, an Employee is eligible to apply for and collect long term disability benefits. These benefits generally will continue until you reach age 65. The maximum insurance coverage, subject to the Employee's percentage of total disability as determined by the disability insurance carrier, provides a benefit of 50% of basic monthly earnings (determined via reference to the W-2 form received from the Employer for the calendar year prior to the date of disability) up to a maximum of \$5,000/month.

2. Benefits Available Under Group Term Life Insurance Policy

An Employee must participate in the group term life insurance under the Plan. The cost of this benefit is determined annually and will be paid from the Employee's Allowance. Term life insurance is provided for all Employees immediately upon their hire date coverage of \$50,000 .

#### **BENEFITS YOU MAY ELECT TO RECEIVE IN LIEU OF CASH:**

1. Medical Insurance Premiums.

Employees may elect to obtain medical health insurance coverage under one of the group health plan contracts or plans maintained by the Employer. If you elect to do so, your Allowance will automatically be reduced by the total premium cost of coverage you have selected net of the amount, if any, the Employer contributes on your behalf for this coverage. All Employees are eligible for this benefit from their date of hire or the first day of the month following their date of hire, as specified in the medical insurance contracts.

2. Medical/Dental/Vision Expense Reimbursement.

Employees may elect to apply a portion of their Allowance towards the cost of certain medical care expenses not reimbursed through insurance. Medical care expenses are amounts paid for the diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body. Medical care expenses shall include expenses for

routine and extraordinary physical, mental and dental examinations, surgery, vision care, psychiatric care, hospitalization, drugs and medicines, therapeutic, orthopedic, and prosthetic aids and devices, medical insurance, transportation primarily for and essential to medical care, and all other expenses that are considered to be for medical care as that term is used in Section 105(b) of the Internal Revenue Code.

Unless an individual has a change in family status that entitles the Employee to change his or her election, the elected amount for medical care expense reimbursement may not be reduced below the amount of reimbursement already paid to the individual during the plan year. Eligible individuals may begin and/or cease participation in this benefit only upon their initial date of hire, the beginning of the plan year, and/or a change in family status.

Upon providing the proper required documentation, reimbursement will be made directly to the third party provider. To be eligible for reimbursement, the expenses must be incurred (but not necessarily billed or paid) during the plan year and the period of the Employee's participation in the Plan.

Individuals have an additional 90 days after the end of the plan year to submit a claim for reimbursement of expenses incurred during the plan year. If an individual's participation in the plan terminates during the plan year due to (a) death or (b) termination of employment with the Employer, the individual also has an additional 90 days after termination date to submit a claim for reimbursement of expenses incurred on or prior to their termination date.

## TAXABLE BENEFITS:

### 1. Cash Outlay/Insurance Coverage.

An Employee may elect to use some or all of his or her Allowance for the purchase of a whole life insurance policy on the Employee's life. If such an election is made, the entire amount of the premium paid each year will be taxable income to the Employee reported on the Employee's Form W-2. In addition, an Employee may elect to receive a cash outlay from his Allowance; provided, however, such cash outlay **may not exceed the difference between the value of the fringe and the cost of the mandatory benefits.** in any year. The amount of any cash outlay is reportable on the Employee's Form W-2.

## CLAIMS PROCEDURE

The following procedure governs claims for benefits under the Plan:

- a. A written request for a Plan Benefit made by an employee is a claim; the person making such a claim is a Claimant.
- b. To make a claim, you must file your written request for benefits with the Plan Administrator who will, within 30 days, either accept or deny (wholly or partially) the claim. The Plan Administrator will notify you of his decision. The 30-day period may be extended for another 90 days if special circumstances require such an extension. You will be informed in writing of the reasons for an extension, and the date on which a final decision is expected, prior to the expiration of the initial 30-day period.

If the claim is wholly or partially denied, you will be furnished with a written notice setting forth:

- i. the specific reason(s) for denial;
  - ii. specific reference(s) to pertinent Plan provisions on which any denial is based;
  - iii. a description of any additional material or information; and
  - iv. an explanation of the Plan's review procedures.
- c. If you do not receive notification of acceptance, denial or extension within 30 days from submission of your claim, you may request review as if your claim had been entirely denied.



d. If your claim is denied, you are entitled, either in person or by your duly authorized representative, to:

- i. request a review of your claim by the Committee upon written application for review made to the Committee. Any such request for review must be made within 60 days after you receive written notice that your claim is denied;
- ii. review pertinent documents relating to the denial; and
- iii. submit issues and comments in writing.

e. The Committee shall make its decision with respect to your claim not later than 60 days after receipt of your request for review. This 60-day period may be extended another period of 60 days if the Committee reviewing your claim finds that special circumstances require an extension of time for processing. You will be informed in writing of the reasons for any extension prior to the expiration of the initial 60-day period. The final decision of the Committee will be in writing, and will set forth specific reasons for the decision and make specific references to the pertinent Plan provisions on which the decision is based.

### **RIGHTS AND PROTECTIONS**

As a Participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This law provides that you shall be entitled to:

- a. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites, all Plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- b. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
- c. Receive a summary of the Plan's annual financial report, if required. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

### **FIDUCIARY OBLIGATIONS**

In addition to creating rights to Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan.

The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$ 100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

#### PLAN ADMINISTRATOR/COMMITTEE

The Plan provides that a Plan Administrator shall be appointed by the Employer. The Plan Administrator will have complete control of the administration of the Plan and determine all questions relating to benefits and eligibility of employees to participate in it. The Plan Administrator may appoint a Committee to review requests to examine claims denied or partially denied by the Plan Administrator. You may inquire as to the current makeup of the members of the Committee.

#### INFORMATION REGARDING THE PLAN

The Plan Administrator will be happy to answer or obtain the answers to any question you have regarding your rights and benefits under this Plan. In this regard, you are advised that if you wish to terminate your employment with the firm, you should check with the Plan Administrator to determine the effect of your termination upon your rights and benefits under the Plan.

Hopefully this summary has answered most of your questions about the Plan. If you have further questions, you may look at the Plan during normal business hours, or, if you would like your own copy of the Plan, please inquire with your Plan Administrator.

### **GENERAL PROVISIONS**

<u>Name of Plan:</u>	HILTON CENTRAL SCHOOLS FLEXIBLE SPENDING ARRANGEMENT
<u>Employer:</u>	HILTON CENTRAL SCHOOL DISTRICT 225 West Avenue Hilton, New York 14468 Telephone:
<u>Plan Administrator:</u>	Steven V. Ayers, Assistant Superintendent for Business Operations
<u>Agent for Service of Legal Process:</u>	HILTON CENTRAL SCHOOL DISTRICT
<u>Employer Identification Number:</u>	<u>16-6001804</u>
<u>Plan Number:</u>	<u>001</u>
<u>Effective Date of Restated Plan:</u>	January 1, 1999
<u>Plan Year:</u>	January 1 - December 31